

## MEMORANDUM OF AGREEMENT

### I. PARTIES

This Memorandum of Agreement ("Agreement") dated 2-17-2015, 2015, is between the WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a municipal corporation located in Morris County, New Jersey, and organized under the laws of the State of New Jersey with offices at 46 E. Mill Road, Long Valley, New Jersey 07853 (the "WTMUA") by and through its Executive Director, and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("EPA"), by and through the Director of the Emergency and Remedial Response Division, EPA, Region II (collectively the "Parties"). This AGREEMENT is entered into pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9604. The authority to enter into this Agreement has been delegated to the Regional Administrator by EPA Delegation 14-2, dated November 8, 2001, which authority has been duly redelegated to the Director, Emergency Remedial Response Division, EPA Region 2, by Redelegation R-1200, dated October 6, 2003.

### II. BACKGROUND

The Combe Fill South Superfund Site ("Site") is located in Washington and Chester Townships, Morris County, New Jersey. Contaminants at and from the Site have contaminated the groundwater in the area and have contaminated or threaten to contaminate the wells which supply drinking water to a number of homes and businesses. Pursuant to CERCLA, EPA controls the site and has determined, as set forth in its September 29, 1986 Record of Decision and May 19, 2010 Action Memorandum, that providing an extension to the public water supply system in accordance with Appendices A through E hereto (the "Waterline Extension") would

best meet the objectives of CERCLA, including the objective to protect human health and provide a permanent solution to the endangerment posed by exposure and potential exposure of residents and businesses to contaminated groundwater. EPA is currently constructing the Waterline Extension with the assistance and cooperation of the WTMUA.

The EPA and the Township of Chester have requested the WTMUA to extend its public water supply system into Chester to provide potable water to those homes set forth in the "List of Properties to be Connected," attached hereto as Appendix C.

The WTMUA agreed to operate and maintain the Waterline Extension as part of its public water supply system in accordance with a contract between the WTMUA and the Township of Chester entitled an "Agreement Regarding Extension of Water System and Sale of Water" (the "Chester Agreement"), attached hereto as Appendix E.

The Waterline Extension requires a re-chlorination facility that is to be located on Block 17, Lot 7, in the Township of Chester (the "Re-chlorination Site"). The title holder of this parcel is Combe Fill Corporation, a defunct corporation. The Re-chlorination Site is located on part of the Combe Fill South Superfund Site. The WTMUA has declined to acquire, either in fee or by easement, any ownership of the Combe Fill South Superfund Site to avoid any liability under CERCLA, or similar statute, arising from being considered an "owner" of a contaminated site. One purpose of this Agreement is to confirm that, under the authority cited above, to the extent EPA controls the Site, the EPA is hereby allowing and permitting the WTMUA access to the Re-Chlorination Site for all purposes related to the operation and maintenance of the Re-chlorination

facility and the Waterline Extension. By this Agreement, neither the WTMUA nor EPA is acquiring or asserting any ownership of the Combe Fill South Superfund Site.

### III. PURPOSE AND INTENT

To the extent EPA controls the Site, the EPA hereby grants access to the WTMUA to the Re-chlorination Site for all purposes related to the operation and maintenance of the Re-chlorination facility and the Waterline Extension.

By accepting access to the Re-chlorination Site and operating the Re-Chlorination facility, the WTMUA does not become an "owner" of the Site and such access, operation or this Agreement form no basis for liability for pre-existing contamination of the Site.

Upon formal acceptance of the Waterline Extension, the WTMUA will operate and maintain the Waterline Extension and offer potable water to the service area depicted in Appendices C and D hereto, in accordance with the terms and conditions of the Chester Agreement, Appendix E hereto.

The Parties further agree to abide by the following terms and conditions. The Parties agree that the WTMUA's entry into this Agreement, and the actions undertaken by the WTMUA in accordance with this Agreement, do not constitute an admission of any liability by the WTMUA.

### IV. TERMS AND CONDITIONS

A. Upon formal acceptance of the Waterline Extension by the WTMUA, the EPA relinquishes any and all claims of ownership it may have in the Waterline Extension and

transfers all right title and interest in same to the WTMUA, including all related equipment and appurtenances of every nature and description, the water transmission lines, valves, fittings and auxiliary equipment, the fire hydrants, as well as the Waterline Extension's operating and maintenance manuals, books, and pamphlets.

B. Upon formal acceptance of the Waterline Extension by the WTMUA, the WTMUA shall be responsible for the operation, maintenance, and repair of the Waterline Extension, in accordance with the terms and conditions of the Chester Agreement. For construction completed by EPA's prime Emergency and Remedial Response Services (ERRS) contractor, EPA will keep the task order open for a period of two years following construction to address any repairs associated with construction. In the case of subcontracted construction, the WTMUA will be named on all maintenance bonding and warranties.

C. Should the WTMUA sell or otherwise dispose of the Waterline Extension, any disposition of the Waterline Extension or any part thereof by the WTMUA shall be subject to any applicable federal law or regulations concerning the disposition of property constructed with federal funds, including 40 C.F.R. Part 31.

D. The WTMUA agrees that it will not illegally discriminate against the users of the Waterline Extension or any other purchaser of its water supply. The WTMUA further agrees that rates it charges for water to those served by the Waterline Extension shall be in accordance with those rates adopted from time to time by the WTMUA Board and in accordance with the regulations and laws of the State of New Jersey.

E. EPA agrees to deliver to the WTMUA any and all warranties issued by its contractor or the manufacturer of equipment which its contractor purchased and which has come to be part of the Waterline Extension and assign all benefits of any performance or maintenance bonds issued as part of the Waterline Extension project.

F. The EPA hereby grants access to the Re-Chlorination Site to the WTMUA for all purposes related to the operation and maintenance of the Re-chlorination facility and the Waterline Extension. The EPA will continue to grant this access as long as it has control of the Site. For the purpose of granting said access, the EPA will be considered to be in "control" of the Site during its continuing five year review of the Site. The EPA agrees to provide the WTMUA with a minimum of eighteen (18) months prior written notice that it will no longer control the site and, thus, no longer be able to grant the WTMUA access to the Re-Chlorination Site.

#### V. WRITTEN COMMUNICATION

Any written communication relating to this Agreement shall be delivered or mailed as follows:

To the WTMUA:

Executive Director  
Washington Township Municipal Utilities Authority  
46 E. Mill Road  
Long Valley, New Jersey 07853

To EPA:

Response and Prevention Branch  
Emergency and Remedial Response Division  
U.S. Environmental Protection Agency  
Region II  
Woodbridge Avenue  
Edison, NJ 08837

Attn: Combe Fill South Site OSC

with a copy to:

New Jersey Superfund Branch  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
Region II  
290 Broadway, 17<sup>th</sup> Floor  
New York, New York 10007

Attn: Combe Fill South Site Attorney

VI. APPENDICES

- A. Appendix A is a map depicting the Site.
- B. Appendix B is a description of the WTMUA Waterline Extension and associated infrastructure.
- C. Appendix C is a list of properties to be connected to the Waterline Extension prior to the effective date of this Agreement.
- D. Appendix D is a map showing the location of the Waterline Extension and service area.
- E. Appendix E is the Chester contract entitled Agreement Regarding Extension of Water System and Sale of Water.

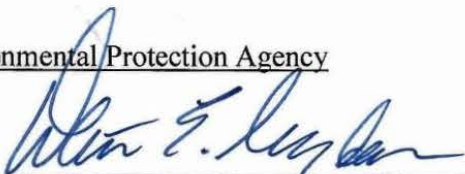
VII. EXECUTION

This AGREEMENT shall be effective when executed by both Parties.

IN WITNESS WHEREOF the Parties have executed this AGREEMENT on the dates attested to below. FURTHERMORE, each individual signing this AGREEMENT certifies that he or she is fully and legally authorized to agree to the terms and conditions set forth above and to bind the Party for which he or she is the signatory.

For the Environmental Protection Agency

BY:



WALTER E. MUGDAN  
Director, Emergency and Remedial  
Response Division, EPA Region II

2/17/15  
Date

For the WTMUA

BY:



MICHAEL P. PUCILOWSKI  
Executive Director, WTMUA

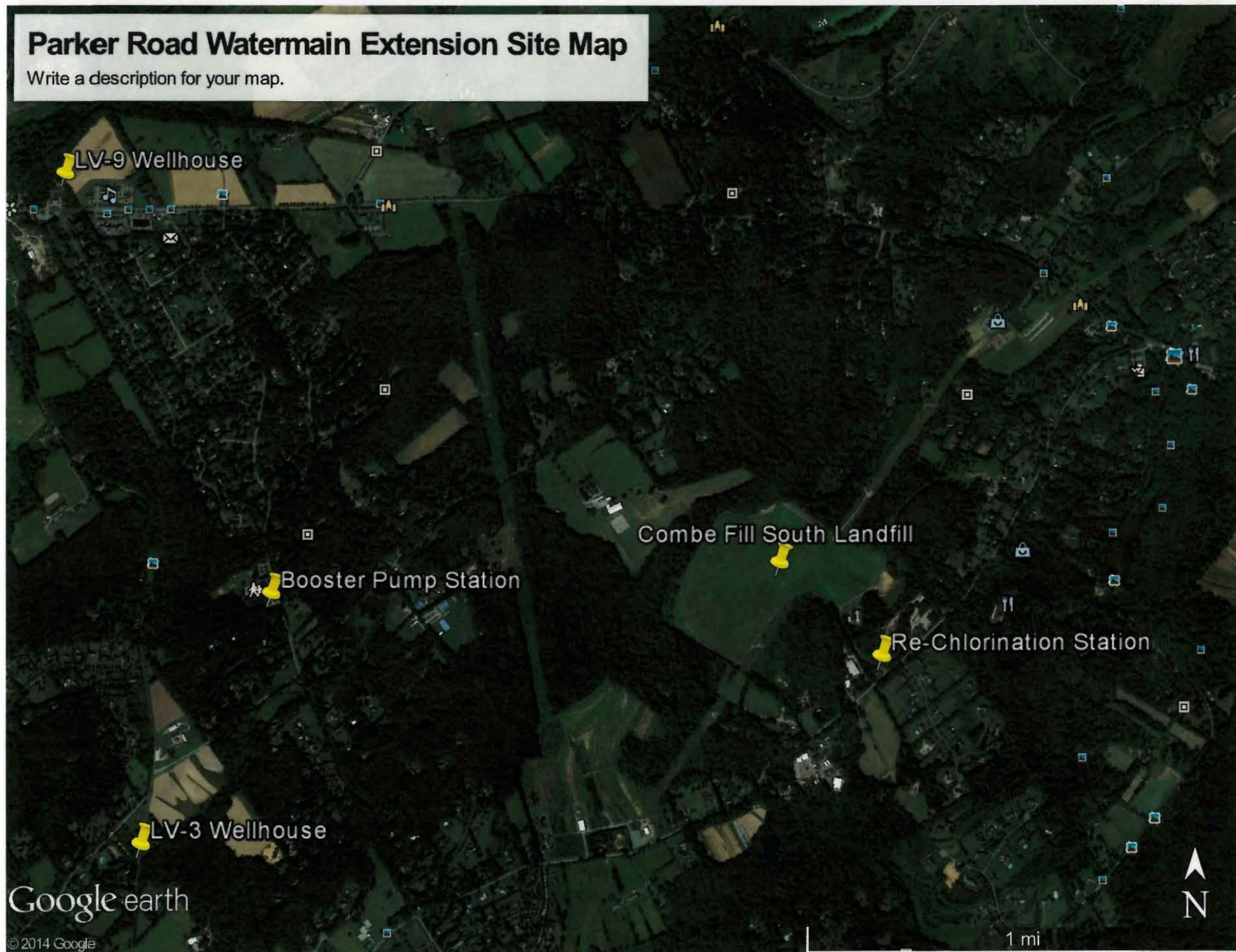
2/5/2015  
Date

## **APPENDIX A**



# Parker Road Watermain Extension Site Map

Write a description for your map.



## **APPENDIX B**

**Description of Washington Township MUA Water System  
Improvements and Parker Road Water Main Extension  
To Be Turned Over to the MUA**

**Water Main Extension**

1. 10" diameter ductile iron pipe along Parker Road from Flintlock Drive to School House Lane, approximately 8,720 feet.
2. 8" diameter ductile iron pipe on School House Lane from Parker Road to terminus, approximately 1,780 feet.
3. 8" diameter ductile iron pipe on Parker Road from School House Lane to Route 24, approximately 2,070 feet.
4. 8" diameter ductile iron pipe on Route 24 from Parker Road west approximately 1,080 feet.
5. 4" diameter ductile iron pipe for Chester Township Park, approximately 480 feet.
6. 27 fire hydrants.
7. 81 service connections (meters).

**Well LV-9**

46 E. Mill Road, Washington, NJ

1. Grundfos PT100 variable speed pump.
2. Well house building 28' x 21'.
3. Disinfection system.
4. Program Logic Control system.
5. Associated piping and valving.

**Booster Station**

51 Old Farmers Road, Washington, NJ

1. Booster pump system (4 pumps).
2. Pressure reducing valve for Old Farmers Road School.
3. Emergency Generator.
4. Booster station building, 34' x 25'.
5. Program logic Control system.
6. Associated piping and valving.

**Re-chlorination Building**

98 Parker Road, Chester, NJ

1. Disinfection system.
2. Emergency generator.
3. Re-chlorination station building, 20' x 15'.
4. Program Logic Control system.
5. Associated piping and valving.

**LV-3**

Fairmount Road, Washington, NJ

1. Emergency Generator.

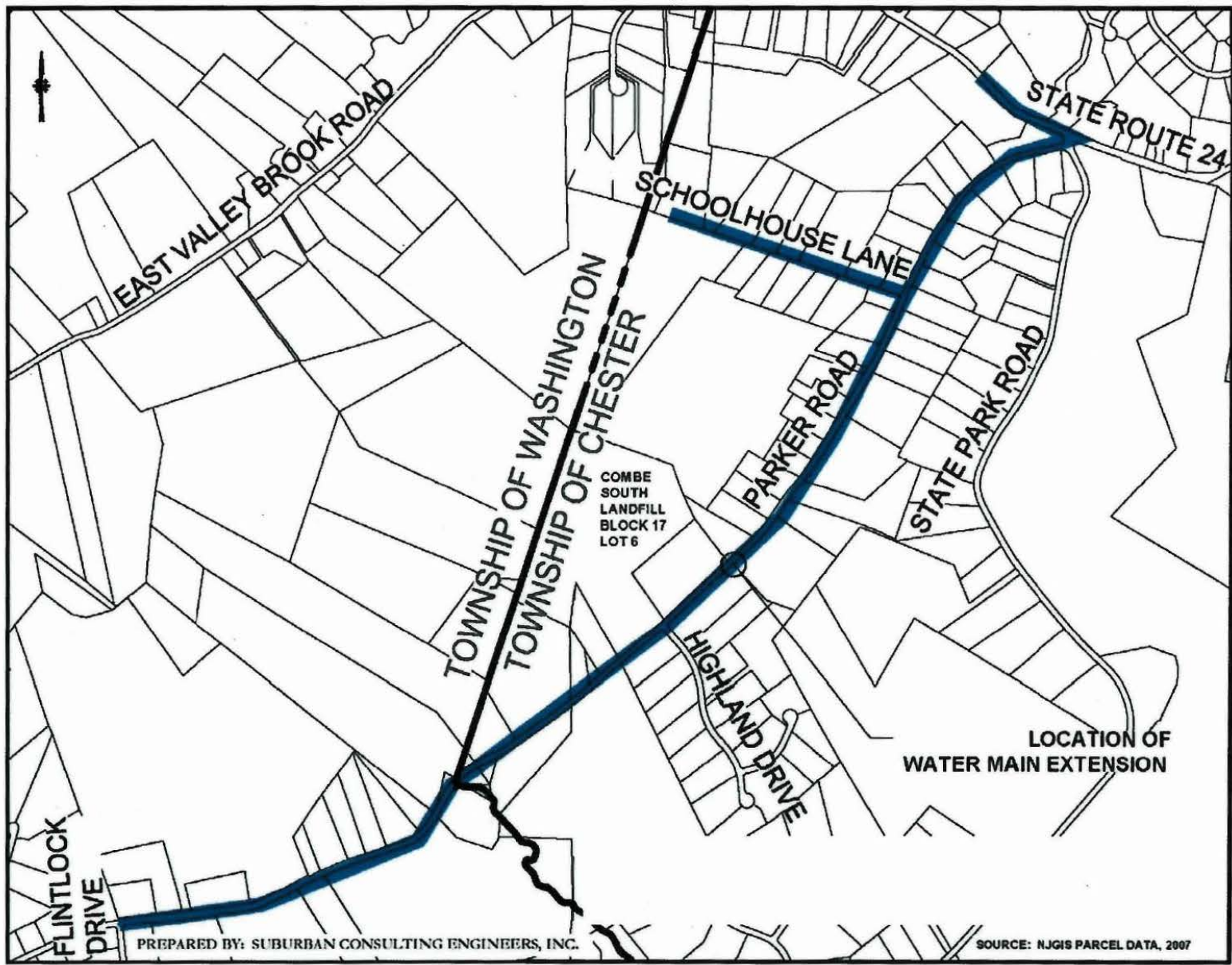
## **APPENDIX C**



Street No.	Street	Prop PO	Prop ST	Prop PO ZIP	Prop City	Block	Lot	Number of Connections
1	Parker Road	Chester	NJ	07930	Chester	16	34	2
2	Parker Road	Chester	NJ	07930	Chester	17	38.00999832	1
3	Parker Road	Chester	NJ	07930	Chester	16	31	1
4	Parker Road	Chester	NJ	07930	Chester	17	38.02000046	1
5	Parker Road	Chester	NJ	07930	Chester	16	43	1
6	Parker Road	Chester	NJ	07930	Chester	17	39	1
7	Parker Road	Chester	NJ	07930	Chester	16	42	1
8	Parker Road	Chester	NJ	07930	Chester	17	40	1
9	Parker Road	Chester	NJ	07930	Chester	16	29.03000069	1
10	Parker Road	Chester	NJ	07930	Chester	17	28	1
11	Parker Road	Chester	NJ	07930	Chester	16	29.02000046	1
12	Parker Road	Chester	NJ	07930	Chester	17	41	1
13	Parker Road	Chester	NJ	07930	Chester	16	29.01000023	1
14	Parker Road	Chester	NJ	07930	Chester	17	25	1
15	Parker Road	Chester	NJ	07930	Chester	16	38	1
16	Parker Road	Chester	NJ	07930	Chester	17	21	1
17	Parker Road	Chester	NJ	07930	Chester	16	37	1
18	Parker Road	Chester	NJ	07930	Chester	17	20	1
19	Parker Road	Chester	NJ	07930	Chester	16	36	1
20	Parker Road	Chester	NJ	07930	Chester	17	19	1
22	Parker Road	Chester	NJ	07930	Chester			1
21	Parker Road	Chester	NJ	07930	Chester	16	35	1
24	Parker Road	Chester	NJ	07930	Chester	17	18	2
25	Parker Road	Chester	NJ	07930	Chester	16	26	1
26	Parker Road	Chester	NJ	07930	Chester	17	17	1
28	Parker Road	Chester	NJ	07930	Chester	17	16	1
30	Parker Road	Chester	NJ	07930	Chester	17	15	1
32	Parker Road	Chester	NJ	07930	Chester	17	14	1
34	Parker Road	Chester	NJ	07930	Chester	17	13	1
36	Parker Road	Chester	NJ	07930	Chester	17	12	1
38	Parker Road	Chester	NJ	07930	Chester	17	11	1
40	Parker Road	Chester	NJ	07930	Chester	17	10	curb stop only
49	Parker Road	Chester	NJ	07930	Chester	17	12.22	1
50	Parker Road	Chester	NJ	07930	Chester	17	7.01	4
51	Parker Road	Chester	NJ	07930	Chester	17	12.21	curb stop only
98	Parker Road	Chester	NJ	07930	Chester			1
90	Parker Road	Chester	NJ	07930	Chester	17	6	1

[illegible]

## **APPENDIX D**



PREPARED BY: SUBURBAN CONSULTING ENGINEERS, INC.

SOURCE: NJGIS PARCEL DATA, 2007



## **APPENDIX E**

**AGREEMENT REGARDING EXTENSION OF  
WATER SYSTEM AND SALE OF WATER**

**THIS AGREEMENT** made this 11th day of JUNE, 2013, by and between the WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic of the State of New Jersey, having offices at 46 East Mill Road, P.O. Box 226, Long Valley, New Jersey 07853 (the "Authority"), and the TOWNSHIP OF CHESTER, a municipal corporation of the State of New Jersey, having offices at 1 Parker Road, Chester, New Jersey 07930 ("Chester" or the "Township") (collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the Authority was created pursuant to and in accordance with N.J.S.A. 40:14B-1, et seq., to undertake, inter alia, the development, construction and operation of sewerage collection and treatment systems and water supply systems; and

**WHEREAS**, the Authority owns and operates a water supply system in the Township of Washington; and

**WHEREAS**, the United States Environmental Protection Agency, Region 2, ("EPA") has determined that, as the result of pollution emanating from the Combe Fill South Superfund Site ("Site") private wells for a number of businesses and residences in Chester are currently contaminated or are at risk of contamination and are in need of a public water supply; and

**WHEREAS**, the EPA and Chester have requested the Authority to extend its public water supply system into Chester to provide potable water to those homes affected or at risk from the contamination and to certain other homes along the proposed water line as set forth in the "List of Properties to be Connected" attached hereto as Exhibit A; and

**WHEREAS**, EPA has retained Environmental Restoration, LLC ("ER") as the prime contractor for this project and ER has contracted with the Authority as a subcontractor for this project and will pay the Authority for costs and expenses related to this project, including, but not limited to, engineering, legal and administrative costs; and

**WHEREAS**, the EPA, through its prime and subcontractors, will complete the design and construction of the extension of the Authority's water supply system into Chester, including, but not limited to, design and installation of distribution mains, supply well(s), booster station(s); pump house, re-chlorination station, permitting, well sealing, installation of meters and service connection(s), hereinafter referred to as (the "Project"); and

**WHEREAS**, upon completion of the Chester Waterline Extension Project and acceptance by the Authority, the EPA will convey to the Authority, free and clear of all liens and encumbrances, all of its right, title and interest in the new water supply system; and

**WHEREAS**, the Authority and Chester desire to enter into this inter-municipal agreement to set forth the understanding of the parties and to authorize the sale of water at retail by the Authority in certain sections of Chester (the "Chester Service Area") attached as Exhibit B; and

**WHEREAS**, the Township has, contemporaneously with this Agreement and pursuant to N.J.S.A. 40:14B-20(6) adopted a Resolution requesting and authorizing the Authority to own and operate a water supply system, and to sell water at retail, in the Chester Service Area, Exhibit B; and

**WHEREAS**, to ensure compliance with the Authority's Rules and Regulations and to protect and ensure the integrity of the public water supply system, the Township will adopt ordinance(s) providing those homes, business or other uses within the Chester Service Area are required to connect to the Authority's public water supply system and (subject to certain exceptions approved by the Authority) are required to seal and abandon all private water wells, that the Authority's Rules and Regulations apply to all persons, business or otherwise within the Chester Service Area and violations of same are enforceable as a violation of the General Ordinances of the Township of Chester; and

**WHEREAS**, pursuant to N.J.S.A. 40:14B-1, et seq., and N.J.S.A. 40:8A-1, et seq., the Authority and the Township possess the authority to enter into an agreement for the purpose of extending the Authority water line and the sale of water at retail in Chester as contemplated herein; and

**WHEREAS**, the Township and the Authority have each duly authorized their respective officers to execute and deliver this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

## **ARTICLE I INCORPORATION OF RECITALS**

**Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference thereto as if fully set forth at length in this Section.

## **ARTICLE II AUTHORIZATION AND REQUEST TO SELL WATER AT RETAIL IN CERTAIN SECTIONS OF THE TOWNSHIP OF CHESTER**

**Authorization and Request to Sell Water at Retail.** Subject to the terms and conditions set forth herein, the Township of Chester hereby requests and authorizes the Washington Township

Municipal Utilities Authority to sell water at retail in the Chester Service Area, as set forth on Exhibit B attached hereto

**ARTICLE III**  
**EXTENSION OF THE WASHINGTON TOWNSHIP MUNICIPAL**  
**UTILITIES AUTHORITY'S WATER SERVICE AREA INTO CERTAIN SECTIONS OF**  
**THE TOWNSHIP OF CHESTER**

Extension of Authority's Water Service Area. Subject to the terms and conditions set forth herein and the completion and acceptance of the Project by the Authority, the Authority shall own and operate the extension of its water service area into the Chester Service Area and sell water at retail to residential and commercial customers within Chester. Water rates to be charged to retail and commercial customers in Chester shall be the same as rates charged to retail and commercial customers in Washington Township, subject to the exceptions set forth in N.J.S.A. 40:14B-21.

**ARTICLE IV**  
**CONDITIONS PRECEDENT TO EXTENSION OF WATER SERVICE**

Conditions Precedent to Extension of Service Area. Without limiting all other terms and conditions set forth herein, the extension of the Authority's service area and the supply of water to the Chester Service Area are subject to the fulfillment and completion, at no expense and to the Authority's satisfaction, of the following conditions precedent:

1. The approval by the Authority of the design and construction of all facilities and improvements and all permits necessary for the waterline extension project.
2. The approval by the Authority of the design and location of the proposed re-chlorination facility, including, approval of sufficient documents, agreements, orders, stipulations or the like protecting the Authority from any and all liability related to or arising out of the environmental conditions emanating from the Combe Fill Landfill site.
3. The receipt by the Authority of copies of all contract documents, including, but not limited to, the performance and maintenance bonds, naming the Authority as a loss payee.
4. The receipt by the Authority and Chester, prior to commencement of construction of the Chester Waterline Extension Project, and from time to time (as policies are renewed, carriers change, etc.) copies of appropriate insurance certificates evidencing the adequate coverage protecting the Authority and Chester from all claims arising out of the construction of the Chester Waterline Extension. In addition, said certificates shall contain a provision stating that coverage afforded shall not be terminated or modified without at least thirty (30) days prior written notice to the Authority and Chester.

5. The receipt by the Authority of all necessary State, Washington Township and Chester Township permits and/or permit equivalences required for the construction of the waterline extension project.
6. Upon completion of the waterline extension project, the receipt by the Authority of an engineer's certificate that the waterline extension project was constructed in accordance with the approved plans and specifications.
7. The receipt by the Authority of the record plans and as-builts for the waterline extension project in electronic format and the updating of the Hager Water System GIS mapping to include the waterline extension project.
8. The payment to the Authority of all costs of those connections and the installation of meters along the waterline extension as set forth on Exhibit A attached hereto.
9. The proper sealing of all existing wells on all properties to be connected to the public water supply system as set forth on Exhibit A.
10. The payment of all connection fees in accordance with the Rules and Regulations and Rate Schedule of the Authority at the time of the physical connection of each new user of the system.
11. The reimbursement to the Authority of all costs and expenses incurred after the contract between the Authority and Environmental Restoration related to the Project, including, but not limited to engineering, legal and administrative.
12. The Board of Public Utility Commissioners approval of the Chester Resolution requesting the Authority to sell water at retail in the Chester Service area.
13. Title to System. Upon completion and acceptance thereof by the Authority, the Authority shall have received, free and clear of all liens and encumbrances and at no cost to the Authority, all right, title and interest in the new water supply system.

#### **ARTICLE V**

#### **RULES AND REGULATIONS OF THE WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

- A. Incorporation of Authority's Rules and Regulations. All duly adopted Rules and Regulations of the Washington Township Municipal Utilities Authority, as may be amended from time to time, are hereby incorporated into this Agreement.
- B. Enforcement of Authority's Rules and Regulations. The Township of Chester shall adopt ordinance(s) to provide that the Rules and Regulations of the Washington Township Municipal Authority apply and are enforceable to residents, businesses or otherwise within the Chester

Service Area and a violation of same is enforceable in the Chester Township municipal court as a violation of the General Ordinances of the Township of Chester.

**ARTICLE VI  
PAYMENT OF FIRE HYDRANT MAINTENANCE FEES  
AND PROJECT COSTS**

A. Fire Hydrants Maintenance Fees. The Township agrees that, beginning five (5) years after the completion of the Chester Waterline Extension Project it will pay a fire hydrant maintenance or rental charge to the Authority for all fire hydrants (approximately twenty (20) hydrants) within the Chester Service Area. In years one (1) through five (5) there will be no fire hydrant rental charges due to the Authority from the Township. In year six (6) the rental charge will be no more than One Hundred Four Dollars and Fifty Cents (\$104.50). In year seven (7) and beyond, the rental rates shall be set in accordance with the Authority's Rules and Regulations and Fee Schedule. The Authority will repair and maintain the fire hydrants in the Chester Service Area in the same manner as the hydrants in the Authority's District. During the first five years after completion of the Project, any fire hydrant modifications or changes required by applicable statute or regulation shall be paid by Chester.

B. Payment of Project Costs. Chester agrees to pay to the Authority \$11,000.00 for costs and expenses incurred by the Authority related to the waterline extension project. Payment shall be made within sixty (60) days from the final execution of this Agreement.

**ARTICLE VII  
TITLE TO SYSTEM**

A. Title to Remain. Title to the water supply system constructed within the Chester Service Area and from time to time thereafter augmented or altered by the Authority, lying within the Chester Service Area, shall remain with the Authority, as the property of the Authority.

**ARTICLE VIII  
NO DEFAULT FOR DELAY**

A. Failure to Perform. Any delay in the construction of the Chester Waterline Extension Project or the acceptance thereof by the Authority shall not constitute a default or breach hereunder.



## **ARTICLE IX SUPPLY OF WATER AND WATER SERVICE**

A. Operation of System. Subject to the terms and conditions set forth herein, the Authority agrees to operate, service and maintain the water supply system, as may be expanded, augmented and altered, within the Chester Service Area, in accordance with law, and in a manner consonant with the water supply system within the Authority's District.

B. Water Connections. All residences, business and otherwise along the extension of the waterline and as set forth on Exhibit A annexed hereto, shall be connected to the Authority's water system.

C. Payment for Operation of System. The Township shall not be responsible for any costs or charges associated with the construction, operation, servicing, or maintenance of said water supply system, except as set forth in Article VI, Paragraph B. herein. Residents of Chester within the extended service area shall be customers of the Authority and shall comply with all Rules and Regulations of the Authority including the current Rate Schedule as may be amended from time to time.

## **ARTICLE X TERMINATION**

This Agreement may be terminated only upon written agreement of the Authority and the Township.

## **ARTICLE XI FORCE MAJEURE**

If the Authority shall be delayed, hindered in or prevented from the performance of any acts required hereunder by reason of Force Majeure, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay. The term "Force Majeure" means any cause beyond a party's reasonable control, including Acts of God, strikes, blackouts, failure of power, labor troubles, shortage of materials or services, governmental preemption in connection with a national or local emergency, riots, insurrection, the act or failure to act of the other party, or by reason of any rule, order or regulation of any governmental agency or by reason of the conditions of the supply of water affected by natural conditions, pollution, or other causes.

## **ARTICLE XII MISCELLANEOUS**

A. Binding Nature. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

**B. Assignment.** Except as is specifically permitted herein, none of the rights or obligations of either party set forth under this Agreement may be assigned without the written consent of the other party provided that consent to assign shall not be unreasonably withheld.

**C. Entire Agreement.** This Agreement, including the Exhibits attached hereto, sets forth the entire understanding of the parties with respect to the subject matter hereof and there are no prior representations, warranties or agreements between the parties relating hereto. This Agreement may only be altered by an agreement in writing executed by both parties hereto.

**D. No Waiver.** No waiver or any breach of this Agreement shall be held to be a waiver or any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law.

**E. Severability.** In the event that any provision of this Agreement shall be deemed unenforceable as illegal, the remaining terms and conditions of this Agreement shall remain in full force and effect.

**F. Notice.** All notices, requests, demands, deliveries and other communications hereunder shall be in writing and shall be deemed to have been duly given when mailed, certified or registered mail with first-class postage prepaid, to the parties at their addresses set forth above, with copies as follows:

1. With respect to notices to the Authority, a copy to:

**James Gregory, Esq  
Gregory & Reed, PC  
2 Sylvan Way  
Parsippany, NJ 07054, or**

**The Authority's current Executive Director at the business offices of  
the Authority.**

2. With respect to notices to the Township, a copy to:

**John Suminski  
MCELROY, DEUTSCH & MULVANEY  
1300 Mount Kemble Avenue, PO Box 2075  
Morristown, NJ 07960-2075, or**

**The current Township Administrator at the business offices of the  
Township.**

Notwithstanding the foregoing, any notice of change of address shall be effective upon receipt.



**G. Special Provisions Regarding Road Openings.** Regarding the opening of streets and roads in the Chester Service Area for the purpose of constructing or maintaining the public water supply system in the Chester Service Area, the parties agree as follows:

1. Except as provided for below, the Authority shall comply with all provisions of any ordinance of the Township governing road or street openings.
2. For all work undertaken by the Authority or its contractors, no fee shall be charged for street or road opening permits unless the work is a separately bid contract, in which case, road opening fees may be charged to the contractor.
3. In the event that any such ordinance requires a bond or other security to be posted to insure compliance with the ordinance (including the proper restoration of any opening), for all work performed by a contractor on a separately bid contract, the performance bonds for such work held by the Authority shall be accepted by the Township in lieu of bonds or security that might otherwise be imposed separately for road restoration and the like. For all work performed by the Authority or its contractors where contract is not separately bid, no bond or security shall be required. However, the parties agree that in the event of non-compliance with the terms of such ordinance (including improper restoration of the opening), the Township may, after having given the Authority 30 days written notice of such non-compliance (except in case of emergency, where the notice shall be given by the Township to the Authority as promptly as is practicable under the circumstances), cause (through Township forces or otherwise) the non-compliance to be rectified, and charge the cost of same to the Authority, which shall pay said amount to the Township within thirty (30) days of receipt of a detailed invoice for such work.

**H. Construction of Agreement.** The parties acknowledge that this Agreement was the product of joint negotiation between their representatives and attorneys, that both parties, their representatives and attorneys reviewed and provided comment, and accordingly, that neither party shall be deemed to have drafted this agreement.

**I. Headings.** The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

**J. Governing Law.** This Agreement shall be governed by and constructed and interpreted according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials or officers to execute this Agreement as of the date first set forth above.

ATTEST:

WASHINGTON TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY

E. Jirawaller

By:

Michael P. Lombardi

Date: JUNE 11, 2013

ATTEST:

TOWNSHIP OF CHESTER  
IN THE COUNTY OF MORRIS

Carol D. Berman  
Municipal Clerk

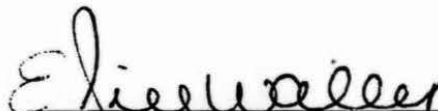
By:

William D. Gurnea

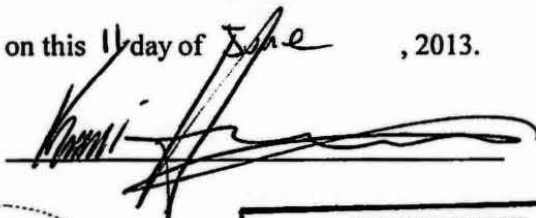
Date: JUNE 5, 2013

STATE OF NEW JERSEY )  
 ) SS.:  
COUNTY OF MORRIS )

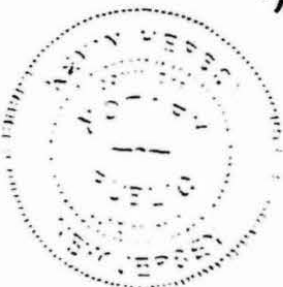
BE IT REMEMBERED, that on June 11, 2013, before me, the subscriber, personally appeared Jill Waller who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of the WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, the Corporate Body Politic named in the within Instrument; that Michael Pucilowski, P.E., is the Executive Director of the Authority; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY; that deponent well knows the corporate seal of said Authority; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Executive Director as and for the voluntary act and deed of said Corporation in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

  
Jill Waller, Secretary  
Washington Township Municipal  
Utilities Authority

Subscribed and sworn to before me  
on this 11 day of June, 2013.



KEVIN HERBST  
Notary Public  
State of New Jersey  
My Commission Expires June 25, 2017



STATE OF NEW JERSEY )  
 ) SS.:  
COUNTY OF MORRIS )

BE IT REMEMBERED, that on June 5, 2013, before me, the subscriber,  
personally appeared William A. Cogger who, being by me duly  
sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is  
the Mayor of the TOWNSHIP OF CHESTER, the Municipal Corporation  
named in the within Instrument; that William A. Cogger is the Mayor  
of the Township of Chester; that the execution, as well as the making of this Instrument, has  
been duly authorized by a proper resolution of the TOWNSHIP OF CHESTER; that deponent  
well knows the corporate seal of the Township of Chester; and that the seal affixed to said  
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and  
delivered by said William A. Cogger as and for the voluntary  
act and deed of said Corporation in presence of deponent, who thereupon subscribed his name  
thereto as attesting witness.

Carol J. Perry  
Notary Public

Subscribed and sworn to before me

on this 5 day of JUNE, 2013.

Ingrid O'Connor

INGRID O'CONNOR  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 4, 2014

**CHESTER WATERLINE EXTENSION PROJECT**  
**List Of Properties to be connected**  
**EXHIBIT A**

Block	Lot	Street No.	Street	Prop PO	Prop ST	Prop PO ZIP	Prop City	Owner Prefix	Owner Fnam	Owner Lname	Owner Mail Address	Owner PO	Owner State	Owner ZIP	Owner Info Confirmed
16	34	1	Parker Road	Chester	NJ	07930	Chester	Ms.	Sarah Jane Noll	Chester Twp	1 Parker Road	Chester	NJ	07930	YES
17	38.00999832	2	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Chris and Jenny	Minto	2 Parker Road	Chester	NJ	07930	YES
16	31	3	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	George and Barbara	Gibb	3 Parker Road	Chester	NJ	07930	YES
17	38.02000046	4	Parker Road	Chester	NJ	07930	Chester	Ms.	Cheryl	Bennett	4 Parker Road	Chester	NJ	07930	YES
16	43	5	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Robert & Elizabeth	Holtz	5 Parker Road	Chester	NJ	07930	YES
17	39	6	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Ed and Sarah	Pefia	6 Parker Road	Chester	NJ	07930	YES
16	42	7	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Guy and Theresa	Lennon	7 Parker Road	Chester	NJ	07930	YES
17	40	8	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	David and Amanda	Russell	8 Parker Road	Chester	NJ	07930	YES
16	29.03000069	9	Parker Road	Chester	NJ	07930	Chester	Mr.	Carmine	Cortese	9 Parker Road	Chester	NJ	07930	YES
17	28	10	Parker Road	Chester	NJ	07930	Chester	Mr.	Mathias (Matt)	Koppinger	10 Parker Road	Chester	NJ	07930	YES
16	29.02000046	11	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	David and Laura	Ayers	11 Parker Road	Chester	NJ	07930	YES
17	41	12	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Louis & Georgia	Case	12 Parker Road	Chester	NJ	07930	YES
16	29.01000023	13	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Gordon and Patricia	McElwain	13 Parker Road	Chester	NJ	07930	YES
17	25	14	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Ernst and Jackie	Wachsmuth	14 Parker Road	Chester	NJ	07930	YES
16	38	15	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Ronald and Nancy	Lieberwirth	15 Parker Road	Chester	NJ	07930	YES
17	21	16	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Chris & Kathleen	Konsulls	16 Parker Road	Chester	NJ	07930	YES
16	37	17	Parker Road	Chester	NJ	07930	Chester	Mr.	James	Nittolo	17 Parker Road	Chester	NJ	07930	Online Only
17	20	18	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Curt and Shirley	York	18 Parker Road	Chester	NJ	07930	YES
16	36	19	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	David	Gambuti	19 Parker Road	Chester	NJ	07930	YES
17	19	20	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Robert and Helen	Jones	20 Parker Road	Chester	NJ	07930	YES
16	35	21	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Thomas and Becky	Blackwell	21 Parker Road	Chester	NJ	07930	YES
17	18	24	Parker Road	Chester	NJ	07930	Chester	Mrs.	Leona	Harrington	24 Parker Road	Chester	NJ	07930	YES
16	26	25	Parker Road	Chester	NJ	07930	Chester	Ms.	Amy	Cole	25 Parker Road	Chester	NJ	07930	YES
17	17	26	Parker Road	Chester	NJ	07930	Chester	Mr. and Ms.	Helen and Perry	Jambor	26 Parker Road	Chester	NJ	07930	YES
16	25	27	Parker Road	Chester	NJ	07930	Chester	Mr. and Dr.	John and Asma	Norris	11 Beacon Hill Drive	Chester	NJ	07930	Online Only
17	16	28	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	William & Ann	Timney	28 Parker Road	Chester	NJ	07930	YES
17	15	30	Parker Road	Chester	NJ	07930	Chester	Mr.	Mike	Rancanella	30 Parker Road	Chester	NJ	07930	YES
17	14	32	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Michael & Carley	Rohan	32 Parker Road	Chester	NJ	07930	YES
17	13	34	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Michael and Ella	Bollo	34 Parker Road	Chester	NJ	07930	YES
17	12	36	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Erik & Laura	Orella	36 Parker Road	Chester	NJ	07930	YES
17	11	38	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Peter J. and Karen	Howe	38 Parker Road	Chester	NJ	07930	YES
17	10	40	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Michael and Janet	Manfredonia	PO Box 171	Chester	NJ	07930	Online Only
16	12.22	49	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Hongmin and Aekyung	Kim	49 Parker Road	Chester	NJ	07930	YES
17	7.01	50	Parker Road	Chester	NJ	07930	Chester	c/o Mr.	Mike Scherr and Mr. John L. Harrington	50 Parker Road	50 Parker Road	Chester	NJ	07930	YES
16	12.21	51	Parker Road	Chester	NJ	07930	Chester	Mr.	Waldemar	Bozek	51 Parker Road	Chester	NJ	07930	YES
		98	Parker Road	Chester	NJ	07930	Chester		Chapman- Bob Farrell	Combe Fill Sc	98 Parker Road	Chester	NJ	07930	YES
17	6	100	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Raymond & Catherine	McLaughlin	90 Parker Road	Chester	NJ	07930	YES
17	5	102	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Don and Lorraine	Bartek	102 Parker Road	Chester	NJ	07930	YES
17	4	104	Parker Road	Chester	NJ	07930	Chester	Mr.	Richard Hobbie	Hobbie Heat	104 Parker Road	Chester	NJ	07930	YES
16	11	105	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Russel and Marie	Duryea	105 Parker Road	Chester	NJ	07930-953	YES
17	3	110	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Barry and Elvira	Ferquhar	113 Skyline Drive	Morris	NJ	07960	YES
17	2	116	Parker Road	Chester	NJ	07930	Chester	Ms.	Verity	Bostick	116 Parker Road	Chester	NJ	07930	YES
37	30	118	Parker Road	Chester	NJ	07930	Chester	Ms.	Alexis	Bolton	118 Parker Road	Chester	NJ	07930	YES
16	6	125	Parker Road	Chester	NJ	07930	Chester	Mr. and Mrs.	Russel and Marie	Duryea	105 Parker Road	Chester	NJ	07930	
37	26.03	189	Parker Road	Long Valley	NJ	07853	Washington	Mr.	Kurt	Maler	189 Parker Road	Long Valley			YES
37	26.04	191	Parker Road	Long Valley	NJ	07853	Washington	Mr.	George	Maler	191 Parker Road	Long Valley			YES
37	26	193	Parker Road	Long Valley	NJ	07853	Washington	Mr. and Mrs.	Doug and Cindy	Maler	193 Parker Road	Long Valley			YES
37	26.01	201	Parker Road	Long Valley	NJ	07853	Washington	Ms.	Robin	Hall	90 East Valley Brook	Long Valley			YES
42	3	210	Parker Road	Long Valley	NJ	07853	Washington	Mr. and Mrs.	John and Judy	Killion	210 Parker Road	Long Val NJ		07853	YES



**CHESTER WATERLINE EXTENSION PROJECT**  
**List of Properties to be connected**  
**EXHIBIT A**

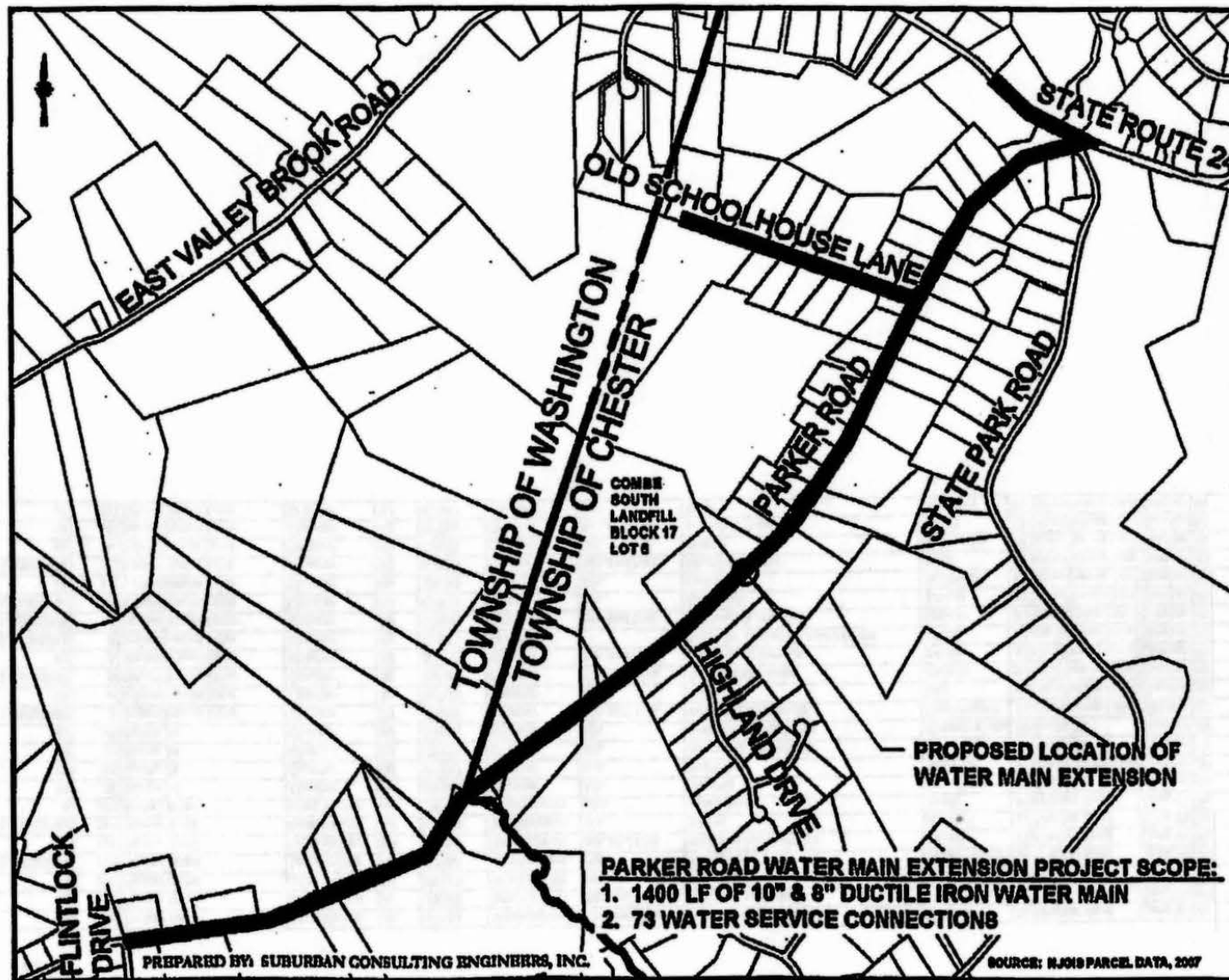
42	4	216	Parker Road	Long Valley	NJ	07853	Washington	Mr. and Mrs.	Scott E. and Brenda K.	Priddy	216 Parker Road	Long Va	NJ	07853	YES
37	33	217	Parker Road	Long Valley	NJ	07853	Washington	Mr. and Mrs.	William and Viola	Philhower	217 Parker Road	Long Va	NJ	07853	YES
37	32	221	Parker Road	Long Valley	NJ	07853	Washington	Mr.	Raymond	Federowicz	210 Route 627	Phillips	NJ	08865	YES
37	32.02000046	225	Parker Road	Long Valley	NJ	07853	Washington	Ms.	Margaret	Fledderman	225 Parker Road	Long Va	NJ	07853	
37	31	229	Parker Road	Long Valley	NJ	07853	Washington	Mr. and Mrs.	Michael and Melissa	LeMay	229 Parker Road	Long Va	NJ	07853	YES
37	31.01000023	237	Parker Road	Long Valley	NJ	07853	Washington	Ms.	Marie	Strebel	237 Parker Road	Long Va	NJ	07853	YES
42	6	240	Parker Road	Long Valley	NJ	07853	Washington	Mrs.	Mary Ann	Seals	240 Parker Road	Long Va	NJ	07853	
18	50	35	Route 24	Chester	NJ	07930	Chester	Mr.	Steven	Vendette	35 Route 24	Chester	NJ	07930	YES
18	51	37	Route 24	Chester	NJ	07930	Chester	Ms.	Dorothea	Kanstad	37 Route 24, Box 949	Chester	NJ	07930	YES
17	38	50	Route 24	Chester	NJ	07930	Chester	Ms.	Margaret Otterburn	Church of the	50 Route 24	Chester	NJ	07930	YES
17	38	50	Route 24	Chester	NJ	07930	Chester	Ms.	Margaret Otterburn	Church of the	50 Route 24	Chester	NJ	07930	YES
17	22.04000092	3	Schoolhouse Lane	Chester	NJ	07930	Chester	Mr. and Mrs.	Robert and Bonnie	Lieberwirth	3 Schoolhouse Lane	Chester	NJ	07930	YES
17	42	4	Schoolhouse Lane	Chester	NJ	07930	Chester	Mr.	Jeff	Loy	4 Schoolhouse Lane	Chester	NJ	07930	YES
17	22.03000069	5	Schoolhouse Lane	Chester	NJ	07930	Chester	Mr. and Mrs.	Don & Mary Rose	Pollard	5 Schoolhouse Lane	Chester	NJ	07930	YES
17	43	6	Schoolhouse Lane	Chester	NJ	07930	Chester	Mr. and Mrs.	Stephen & Joanne	Grimm	6 Schoolhouse Lane	Chester	NJ	07930	YES
17	22.02000046	7	Schoolhouse Lane	Chester	NJ	07930	Chester		Jennifer DeGuzman and Ricky	Miller	7 Schoolhouse Lane	Chester	NJ	07930	YES
17	22.01000023	9	Schoolhouse Lane	Chester	NJ	07930	Chester	Mr. and Mrs.	Michael & Jennifer	Loheac	9 Schoolhouse Lane	Chester	NJ	07930	YES
17	44.02000046	10	Schoolhouse Lane	Chester	NJ	07930	Chester	Dr.	Elisabeth	Brown	10 Schoolhouse Lane	Chester	NJ	07930	YES
17	24	11	Schoolhouse Lane	Chester	NJ	07930	Chester	Mr.	Lewis T.	Hoffman	11 Schoolhouse Lane	Chester	NJ	07930	YES
17	44.00999832	12	Schoolhouse Lane	Chester	NJ	07930	Chester	Mr. and Mrs.	Meryl & Selma	Ram	12 Schoolhouse Lane	Chester	NJ	07930	YES
17	44	14	Schoolhouse Lane	Chester	NJ	07930	Chester	Ms.	Peggy	Schroeder	14 Schoolhouse Lane	Chester	NJ	07930	YES
17	45	16	Schoolhouse Lane	Chester	NJ	07930	Chester	Mr. and Mrs.	Naoya & Frandne	Ichijo	16 Schoolhouse Lane	Chester	NJ	07930	YES
17	22	21	Schoolhouse Lane	Chester	NJ	07930	Chester	Mr.	Beet	Reinhart	21 Schoolhouse Lane	Chester	NJ	07930	YES

June 2013

CHESTER WATERLINE EXTENSION PROJECT

Chester Service Area

EXHIBIT B



## **AMENDMENT TO AGREEMENT REGARDING EXTENSION OF WATER SYSTEM AND SALE OF WATER**

**THIS AGREEMENT** made this 8<sup>th</sup> day of January 2015, by and between the WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic of the State of New Jersey, having offices at 46 East Mill Road, P.O. Box 226, Long Valley, New Jersey 07853 (the "Authority"), and the TOWNSHIP OF CHESTER, a municipal corporation of the State of New Jersey, having offices at 1 Parker Road, Chester, New Jersey 07930 ("Chester" or the "Township") (collectively, the "Parties").

### **WITNESSETH:**

**WHEREAS**, on or about June 11, 2013, the Authority and Chester entered into an AGREEMENT REGARDING EXTENSION OF WATER SYSTEM AND SALE OF WATER, hereinafter referred to as (the "Agreement"), whereby the Authority would extend its public water supply system into Chester to provide potable water to certain homes at risk from contamination emanating from the Super Fund Site known as the Combe Fill South Landfill Site; and

**WHEREAS**, one of the conditions of the Agreement was the Authority's approval of the design and location of a re-chlorination facility, including, approval of sufficient documents, agreements, orders, stipulations or the like protecting the Authority from any and all liability related to or arising out of the environmental conditions emanating from the Combe Fill Landfill Site.; and

**WHEREAS**, the re-chlorination facility has been located on a portion of the Combe Fill South Landfill Site at Block 17, Lot 7, in the Township of Chester (the "Re-Chlorination Site"); and

**WHEREAS**, the United States Environmental Protection Agency Region 2, (the "EPA") has agreed to provide access to the Authority to possess and control the Re-Chlorination Site for all purposes related to the operation and maintenance of the re-chlorination facility and the waterline extension, however, said access is only authorized to the extent that the EPA controls the Site pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9604; and

**WHEREAS**, in the event that the EPA no longer "controls" the re-chlorination site or the Authority no longer has access and possession to the re-chlorination site, under the terms and conditions set forth herein, Chester agrees to provide an alternate site acceptable to the Authority and pay for all reasonable costs associated with the relocation of the re-chlorination facility; and

**WHEREAS**, The EPA has agreed to provide the Authority with a minimum of



one (1) year's prior written notice that it will no longer control the site and, thus, no longer be able to grant the Authority access to the Re-Chlorination Site; and

**WHEREAS**, the Township and the Authority have each duly authorized their respective officers to execute and deliver this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree that the AGREEMENT REGARDING EXTENSION OF WATER SYSTEM AND SALE OF WATER shall be amended as follows:

## **ARTICLE I INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein by reference thereto as if fully set forth at length in this Section.

## **ARTICLE II OBLIGATIONS UPON LOSS OF ACCESS TO RE-CHLORINATION SITE**

- The Authority and Chester agree that upon receipt of any notice or information from the EPA, or otherwise, that the Authority will lose access and possession to the Re-chlorination site or be required to pay for same, the party receiving said notice shall forthwith deliver the notice to the other.
- In the event the Authority receives notice that the Authority will lose access to the Re-Chlorination Site or if the Re-Chlorination site is sold or transferred and the Authority is required to vacate the Re-Chlorination site or make payment for its continued use, Chester shall provide an alternate location for the re-chlorination facility and undertake construction of the new re-chlorination facility and pay for said construction and all costs and expenses related to the relocation and construction of the new re-chlorination facility including equipment and associated piping. The location of the new re-chlorination facility and all construction, materials, equipment and piping shall be acceptable to the Authority.

**ARTICLE III**  
**ALL TERMS AND CONDITIONS TO REMAIN IN FULL FORCE AND EFFECT**

All terms and conditions of the AGREEMENT REGARDING EXTENSION OF WATER SYSTEM AND SALE OF WATER are to remain in full force and effect, except, to the extent that this Amendment is inconsistent with any terms or conditions set forth in the AGREEMENT REGARDING EXTENSION OF WATER SYSTEM AND SALE OF WATER, then this Amendment shall prevail.

(SIGNATURES TO FOLLOW)

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized officials or officers to execute this Agreement as of the date first set forth above.

**ATTEST:**  
**MUNICIPAL**  
**AUTHORITY**

**WASHINGTON TOWNSHIP**  
**UTILITIES**

By: \_\_\_\_\_  
\_\_\_\_\_

*Michael P. Paulowski*

Date: FEBRUARY 12, 2014 2015

**ATTEST:**

**TOWNSHIP OF CHESTER**  
**IN THE COUNTY OF MORRIS**

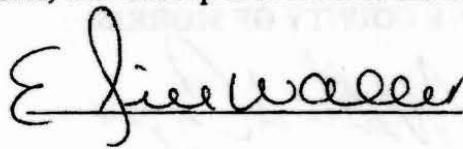
By: \_\_\_\_\_  
\_\_\_\_\_

*William A. Cygan*

Date: JANUARY 8, 2014

STATE OF NEW JERSEY )  
 ) SS.:  
COUNTY OF MORRIS )

BE IT REMEMBERED, that on 2/12, 2014, before me, the  
subscriber,  
personally appeared Jill Waller who, being by me duly sworn on her oath, deposes and  
makes proof to my satisfaction, that she is the Secretary of the WASHINGTON  
TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, the Corporate Body Politic  
named in the within instrument; that Michael Pucilowski, P.E., is the Executive Director  
of the Authority; that the execution, as well as the making of this Instrument, has been  
duly authorized by a proper resolution of the WASHINGTON TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY; that deponent well knows the corporate seal of  
said Authority; and that the seal affixed to said Instrument is the proper corporate seal  
and was thereto affixed and said Instrument signed and delivered by said Executive  
Director as and for the voluntary act and deed of said Corporation in presence of  
deponent, who thereupon subscribed his name thereto as attesting witness.



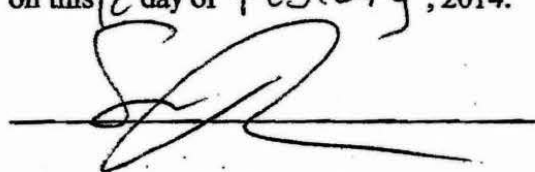
Municipal

Jill Waller, Secretary  
Washington Township

Utilities Authority

Subscribed and sworn to before me

on this 12<sup>th</sup> day of February, 2014.



**STEVEN THORNTON**  
Notary Public  
State of New Jersey  
My Commission Expires Sept. 23, 2019

STATE OF NEW JERSEY )  
 ) SS.:  
COUNTY OF MORRIS )

BE IT REMEMBERED, that on January 8, 2015, before me, the subscriber,  
personally appeared William A. Cogger who, being by me duly sworn on his/her oath,  
deposes and makes proof to my satisfaction, that he/she is  
the Mayor of the TOWNSHIP OF CHESTER, the Municipal Corporation named in the  
within Instrument; that Robin Collins is the Municipal Clerk of the Township of Chester;  
that the execution, as well as the making of this Instrument, has been duly authorized by  
a proper resolution of the TOWNSHIP OF CHESTER; that deponent well knows the  
corporate seal of the Township of Chester; and that the seal affixed to said Instrument is  
the proper corporate seal and was thereto affixed and said Instrument signed and  
delivered by said Mayor as and for the voluntary act and deed of said Corporation in  
presence of deponent, who thereupon subscribed his name thereto as attesting witness.



Robin Collins, Municipal Clerk  
Township of Chester, NJ

Subscribed and sworn to before me  
on this 15 day of January, 2015.



KATHLEEN M. POTTER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/31/2015